

# ITEL

August 13, 1987

RECORDATION NO. 15148 Filed 142b

AUG 18 1987 - 3 23 PM

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

## Ite! Rail Corporation

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

No. 7-230A0021

Date ... AUG 18 1987 .....

Fee \$ ..... 20.00 .....

ICC Washington, D. C.

Re: Amendment No. 4 dated August 7, 1987, to the Lease Agreement dated October 15, 1986, as amended, between Ite! Rail Corporation and Hartford & Slocomb Railroad Company

Dear Ms. McGee:

On behalf of Ite! Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. §11303(a), along with a check in the amount of \$20 covering the recordation fees.

Please record this Amendment under the Lease Agreement dated October 15, 1986, between Ite! Rail Corporation and Hartford & Slocomb Railroad Company, which was filed with the ICC on December 12, 1986, and given Recordation No. 15148. Please cross-index this Amendment to the Equipment Trust Agreement dated January 1, 1982, between Ite! Rail Corporation and First Security Bank of Utah, N.A., which was filed with the ICC on September 20, 1983, and given Recordation No. 14165.

The parties to the aforementioned instrument are listed below:

Ite! Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Hartford & Slocomb Railroad Company (Lessee)  
P.O. Box 2243  
Dothan, Alabama 36202

This Amendment (i) adds to the Lease Agreement four hundred ninety (490) 50'6", 70-ton, XM boxcars bearing reporting marks HS 5010-5499; (ii) changes the reporting marks of ten (10) boxcars marked HS 3000-3009 to HS 5000-5009; and (iii) allows a third party to utilize such five hundred (500) boxcars as stated therein.

ICC OFFICE OF  
THE SECRETARY  
AUG 18 3 24 PM '87  
MOTOR OPERATING UNIT

Hon. Noreta R. McGee

August 13, 1987

Page Two

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the fee receipt and ICC acknowledgment letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "patricia schumacker".

Patricia Schumacker  
Legal Department

:ps  
Enclosures

cc: Ginny Hanger

07-01-87

RECORDATION NO. 15148-2 FILED 1425

AUG 18 1987 - 3 25 PM

AMENDMENT NO. 4

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 4 (the "Amendment") to that certain Lease Agreement, made as of October 15, 1986, as amended, (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY ("Lessee") is made as of this 7th day of August, 1987 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which one hundred nineteen (119) boxcars (the "Cars") described therein have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to add four hundred ninety (490) Cars to the Agreement.
- C. Lessor and Lessee desire to change the reporting marks of the ten (10) Cars bearing the reporting marks HS 3000-3009 and to amend the terms of the Agreement with respect to such ten (10) Cars.
- D. Lessor and Lessee desire to allow CSX Transportation, Inc. to utilize such five hundred (500) Cars referred to in recitals B and C, subject to the terms set forth herein.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
2. Equipment Schedule No. 2 attached to the Agreement shall be deleted in its entirety and replaced by Equipment Schedule No. 2.A. attached hereto.
3. Equipment Schedules No. 5 and No. 6 attached hereto are hereby added to and made part of the Agreement.
4. With respect to the Cars listed on Equipment Schedules No. 2.A., No. 5 and No. 6 only, the words "fifteen (15) years" in Subsection 2.A. of the Agreement are replaced by the words "five (5) years" and the words "six (6) consecutive periods of twelve (12) months each" in Subsection 2.B. of the Agreement are replaced by the words "four (4) consecutive periods of six months each."
5. Subsection 3.A. of the Agreement, as amended by Amendment No. 3 dated as of May 29, 1987 ("Amendment No. 3") to the Agreement, shall apply to the Cars listed on Equipment Schedules No. 2.A., No. 5 and No. 6 in addition to applying to the Cars listed on Equipment Schedule No. 3, except that

ASSIGNED TO FIRST SECURITY BANK  
OF UTAH, N.A., TRUSTEE, UNDER  
A LEASE ASSIGNMENT.

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN  
FAVOR OF HELLER FINANCIAL, INC. UNDER THE HELLER  
FINANCIAL, INC. LOAN AND SECURITY AGREEMENT WITH ITEL  
RAIL CORPORATION DATED AS OF SEPTEMBER 30, 1986.

with respect to the Cars listed on Equipment Schedules No. 2.A., No. 5 and No. 6 only, such Subsection shall be further amended as follows:

The words "Gulf & Mississippi Railroad Corporation ('GMSR')" are replaced by the words "CSX Transportation, Inc. ('CSXT')" and the initials "GMSR" are replaced by the initials "CSXT".

6. Lessor consents to Lessee entering into a use agreement with CSX Transportation, Inc. exactly in the form of Exhibit A attached hereto ("Use Agreement"), provided that Lessor shall perform Lessee's duties under the Use Agreement, and further provided that Lessee shall, only when so directed by Lessor, promptly exercise its ability under the Use Agreement to add, terminate or replace Car(s) or to request free storage for the Car(s).
7. With respect to the Cars listed on Equipment Schedules No. 2.A., No. 5 and No. 6, Subsection 7.A. is replaced by the following:

**"A. Definitions**

- (i) 'Eligible Lines' is defined as the railroad lines owned and operated by Lessee as of the commencement date of this Agreement. Unless otherwise agreed by Lessor and Lessee, any lines purchased by Lessee or added to the Eligible Lines, during the Initial Term or any Extended Term are deemed to be the lines of another railroad company (a foreign road) for the purposes of determining Revenues (as defined in Subsection 7.A (ii) hereinbelow). If, at any time during the Agreement, Lessee operates lines other than the Eligible Lines, then Lessee shall supply Lessor with records that distinguish the movement of each car on Eligible Lines from the movement of such car on any other railroad lines operated by Lessee.
- (ii) 'Revenues' is defined as the total revenues earned and due for the use and handling of the Cars on all railroad lines other than the Eligible Lines, calculated at the rates set forth in Subsection 7.G. of the Agreement, including, but not limited to, per diem and mileage, whether or not received by Lessor and undiminished by any claimed abatement, reduction or offset caused by any action or failure of Lessee. Upon any such abatement reduction or offset, Lessee shall, within ten (10) days of Lessor's request, reimburse Lessor for such amounts.
- (iii) The 'Base Rent' for each respective group of Cars is the following amount per Car per calendar year:

<u>Car Group</u>	<u>Base Rent Per Car Per Year</u>	<u>Prorated</u>
HS 5000-5057		
HS 5058-5097		
HS 5098-5123		
HS 5124-5181, 5235-5349		
HS 5182-5234		
HS 5350-5352		
HS 5353-5401		
HS 5402-5449		
HS 5350-5499		

Such amounts represent the Revenues which each respective group of Cars would have earned in the aggregate if the Cars had been on railroad lines other than Eligible Lines for of the hours that such Cars were subject to the Agreement during such calendar year, with each Car travelling miles per day. The Base Rent for any Car which is not subject to the Agreement for an entire calendar year shall be prorated at the applicable rate indicated in the above table."

8. With respect to the Cars listed on Equipment Schedules No. 2.A., No. 5 and No. 6, only while the Use Agreement is in effect ("Use Period"), Subsections 7.C. and 7.D. of the Agreement shall be of no force or effect, provided that Lessee pays to Lessor all amounts due Lessee as "Railroad" under the Use Agreement.
9. Effective as of May 29, 1987, Subsection 7.a. and 7.b. of Amendment No. 3 are replaced by the following:
  - "a. During the term and extended term(s) of the GMSR Assignment Agreement ('Assignment Period') with respect to the Cars listed on Equipment Schedule No. 3, Subsection 7.C. and 7.D. of the Agreement shall be of no force or effect, provided that Lessee pays to Lessor all amounts due Lessee as Assignor under the GMSR Assignment Agreement.
  - b. Prior to and after the Assignment Period, the terms of Subsection 7.a. of Amendment No. 3 shall be of no force or effect."
- 10 With respect to the Cars listed on Equipment Schedules No. 3 and No. 4, effective as of May 29, 1987, the words "(as defined in Subsection 7.A.(iii) hereinbelow)" in Subsection 7.A.(i), as amended by Amendment No. 3, are replaced by the words "(as defined in Subsection 7.A.(ii) hereinbelow)" and the words "other than the Eligible Lines" in Subsection 7.A.(ii) as amended by Amendment No. 3, are replaced by the

words "other than the Eligible lines calculated at the rates set forth in Subsection 7.G. of the Agreement".

11. With respect to the Cars listed on Equipment Schedules No. 2.A., No. 3, No. 4, No. 5 and No. 6, the words "the Base Rent" in Subsection 7.E. of the Agreement are replaced by the words "one fourth of the Base Rent for the applicable group of Cars" each time such words appear and the words "for such calendar quarter or quarters" following the words "the Base Rent" are omitted in their entirety.
12. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.
13. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

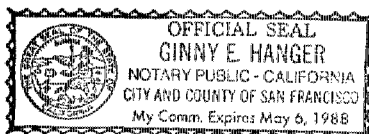
HARTFORD AND SLOCOMB  
RAILROAD COMPANY

By: DD Hayes  
Title: President  
Date: August 7, 1987

By: G. F. Fink  
Title: President  
Date: August 4, 1987

STATE OF CALIFORNIA     )  
                                  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 7th day of August, 1987, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger  
Notary Public

STATE OF ALABAMA     )  
                                  ) ss:  
COUNTY OF HOUSTON    )

On this 4 day of August, 1987, before me personally appeared C. F. Fischer, III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocumb Railroad Company, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan Thompson  
Notary Public

EQUIPMENT SCHEDULE NO. 2.A.

Itel Rail Corporation hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 15, 1986, as amended.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	70 Ton, Plate B boxcar, 10" End-of- Car Cushioning	HS 5000- 5009	50'6"	9'6"	10'7"	10' Sliding	10

Replaces Equipment Schedule No. 2 which was fully executed on January 26, 1987.

ITEL RAIL CORPORATION

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: DP Hayes

By: E. J. Smith III

Title: President

Title: President

Date: August 7, 1987

Date: August 4, 1987



EQUIPMENT SCHEDULE NO. 5

Itel Rail Corporation hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 15, 1986, as amended.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	70 Ton, Plate B boxcar, 10" End-of- Car Cushioning	HS 5010- 5349	50'6"	9'6"	10'7"	10' Sliding	340

ITEL RAIL CORPORATION

By: *D. P. Hayes*

Title: *President*

Date: *August 7, 1987*

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: *G. F. Fitch III*

Title: *President*

Date: *August 4, 1987*

EQUIPMENT SCHEDULE NO. 6

Itel Rail Corporation hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 15, 1986, as amended.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	70 Ton, Plate C boxcar, 10" End-of- Car Cushioning	HS 5350- 5499	50'6"	9'6"	11'1"	10' Sliding	150

ITEL RAIL CORPORATION

By: DP Hayes

Title: President

Date: August 7, 1987

HARTFORD AND SLOCOMB RAILROAD COMPANY

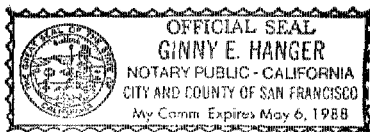
By: E. J. Fischer II

Title: President

Date: August 4, 1987

STATE OF CALIFORNIA       )  
                                      ) ss:  
COUNTY OF SAN FRANCISCO )

On this 7th day of August, 1987, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedules No. 2.A., No. 5 and No. 6 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.



Ginny E. Hanger  
Notary Public

STATE OF ALABAMA       )  
                                      ) ss:  
COUNTY OF HOUSTON     )

On this 4 day of August, 1987, before me personally appeared C. F. Fischer III, , to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Equipment Schedules No. 2.A., No. 5 and No. 6 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.

Jean Thompson  
Notary Public

06/05/87

EXHIBIT A

BOXCAR USE AGREEMENT

THIS BOXCAR USE AGREEMENT (the "Agreement") is made as of this 10<sup>th</sup> day of June, 1987, between HARTFORD AND SLOCOMB RAILROAD COMPANY ("Railroad"), and CSX TRANSPORTATION, INC., individually and as agent for its rail affiliate, The Chesapeake and Ohio Railway Company, jointly and severally, (hereinafter collectively referred to as "User").

Railroad and User agree as follows:

1. The boxcars which will become subject to the Agreement shall be remarked ("Initial Remark") from reporting marks from within the series listed on Exhibit No. 1 attached hereto to reporting marks from within the series HS 5000-5999 (the "Cars"). User shall capture Cars on its lines or received prior to the Initial Remark and move such Cars, at no cost to Railroad, for remarking to a private contract repair facility on its lines which is mutually agreeable to the parties. Subsequent to the completion of the Initial Remark for any group of Cars, Railroad shall provide User with a certificate of remark listing the remark date for each Car in such group. Railroad warrants that upon the Initial Remark of each Car, such Car shall meet or exceed specifications for interchange service and shall be in Class A condition as defined in the Association of American Railroads Field Manual.
2. The term of the Agreement shall commence for each Car at noon on the date that such Car is received by User after the Initial Remark ("Initial Receipt") and shall continue as to all Cars delivered within the Initial Group or any Additional Group (as defined hereinbelow) for a period of \_\_\_\_\_ commencing upon the earlier of (a) the Initial Receipt of the first Car in such group or (b) the ninetieth (90th) day after User has received any Car within such Initial Group or Additional Group for movement to a private contract repair facility as referenced in Section No. 1 (the "Initial Term").
3. Upon the expiration of the Initial Term with respect to Cars in the Initial Group or any Additional Group, the Agreement shall automatically be extended for up to \_\_\_\_\_ periods of \_\_\_\_\_ each (each such period an "Extended Term") with respect to all Cars in such Initial Group or Additional Group, provided, however, that either party may terminate the Agreement with respect to such Cars at the end of the Initial Term or an Extended Term by providing not less than sixty (60) days' prior written notice to the other.
4. Railroad shall initially deliver to User the five hundred (500) Cars bearing reporting marks HS 5000-5499 ("Initial Group"). Upon the mutual written agreement of the parties, Railroad may deliver to User

additional groups of one hundred (100) Cars each, bearing reporting marks from within the series HS 5500-5999 (each such group an "Additional Group"), not to exceed a total of one thousand (1000) Cars subject to the Agreement. During the Initial Term and any Extended Term(s), Railroad may, at its expense, replace any or all of the Cars with similar boxcars upon prior written notice from Railroad to User.

5. User shall, in connection with the Cars, comply with the handling carrier's obligations under AAR Interchange Rules while any Car is in its possession. User shall, subject to the provisions of this Agreement, utilize the Cars in a similar manner as other boxcars owned, leased or managed by User.
6. User may make running repairs only to those parts of the Cars specified in Exhibit No. 2, attached hereto, to facilitate continued immediate use of each Car, but shall not otherwise make any repairs, alterations, improvements, or additions to any Car without railroad's prior written consent. If repairs other than such running repairs are required, User shall promptly notify Railroad. In no event shall User place such Car into a private contract repair facility or allow a private contractor to perform repairs to such Car on the property of User unless such repairs are being performed at the direction and control of Railroad.
7. User shall ensure that any Cars physically on its lines will not return to Railroad's lines. User shall accept in interchange at Dothan, Alabama each Car that returns to Railroad's lines during the Initial Term and any Extended Term, and neither party shall assess against the other any charges associated with the return of such Cars to User.
8. User shall receive full car hire reclaim ("Reclaim") for each Car only while such Car is empty on User's lines. All such Reclaim shall be handled in accordance with Association of American Railroads Car Hire Rule 13, paragraph (d).
9. If, for any calendar month ("Month"), Railroad receives for the Cars, in the aggregate, per diem and mileage revenues for the use and handling of the Cars while the Cars are loaded on User's lines, net of any Reclaim amounts, and while the Cars are on railroad lines other than User's and Railroad's lines ("Revenues") that are in excess of

In the event that Railroad or User determines and demonstrates to the reasonable satisfaction of the other that any payment was incorrect, any amounts due either party shall be remitted to such party by the other within thirty (30) days of receiving notice of such miscalculation.

- 10.A. Upon Initial Remark, Railroad shall provide \_\_\_\_\_ as defined in this Subsection 10.A. If, at any time six (6) months or more after the Initial Receipt of the first Car, the Cars earn hourly or mileage car hire rates that are lower than the rates prescribed for excluded boxcars of like age, cost and mechanical designation ("excluded boxcars") under the Commission's decision in ICC Ex Parte No. 346, Sub-No. 19 served September 12, 1986, set forth in the Appendix to such decision in paragraph (c) (3) of 49 C.F.R. 1039.14 ("Prescribed Rates") or any empty return or storage charges are assessed with respect to the Cars ("Charges") and User desires to retain the use of the Cars, User may within ninety (90) days after the date of such occurrence ("Occurrence Date") notify Railroad that User will pay to Railroad (i) the difference between actual revenues and the revenues the Cars would have earned at the Prescribed Rates and (ii) all other Charges, commencing from the Occurrence Date through the term of the Agreement. If User does not supply such notice to Railroad, then Railroad may at any time and at its option and upon not less than ten (10) days' prior written notice to User, terminate the Agreement as to such Cars as Railroad shall determine.
- 10.B. If, during any calendar quarter ("Quarter") or Quarters ending more than six (6) months after the Initial Remark of the first Car, the Cars, in the aggregate, earn less than an average of \_\_\_\_\_ as a result of circumstances other than those described in Subsection 10.A. hereinabove, then Railroad may, at any time and at its option and upon not less than ten (10) days' prior written notice to User, terminate the Agreement as to 100 cars or any multiple of 100 cars; provided, however, that User may, at its option and within ten (10) days of receipt of such notice from Railroad, void such termination notice with respect to 100 cars or any multiple of 100 cars (such cars, the Retained Cars) by within that ten (10) day period, provide Railroad with written notice that it will: (i) pay an amount to the Railroad equal to the difference between the actual revenues and the Base for the Retained Cars (such amount, the Deficit for that Quarter), and (ii) pay to the Railroad within thirty (30) days of receiving an invoice from Railroad the amount of the Deficit, if any, for such Retained Cars for the following Quarter. Invoice may not be issued until after the end of that following quarter. If User elects to retain any Retained Cars, such election shall not prejudice Railroads rights with respect to the Retained Cars for any future Quarters.
11. User shall furnish Railroad a report within sixty (60) days after the close of each calendar month that lists for such month the reporting marks and number of each Car that qualifies for Reclaim under this Agreement, the date and hour such Car was received empty or made empty on User's lines, the date and hour such Car was released loaded by any shipper, and, if applicable, the date such Car was made empty on User's lines.
12. During regular business hours, either party may from time to time inspect the records kept by the other relating to the Cars.
13. Upon the termination or expiration of the Agreement with respect to any Car, User, at Railroad's option, shall provide each Car with a final load off of User's lines or interchange such Car to any interchange point on User's lines designated by Railroad at no cost to Railroad. Upon receiving written notification from Railroad requesting free storage, User shall provide up to one hundred twenty (120) days free storage on its lines for each Car terminated from the Agreement and up to sixty (60) days free storage for each Car subject to the Agreement

J.E.S. 6/10/87  
OSXT

G.F.J. 6/19/87  
TTBL HS

immediately prior to expiration. While such Car(s) are stored as set forth in this Section 13, User shall receive full car hire reclaim with respect to such Car(s). Except as herein otherwise provided, with respect to any liability for loss, damage, injury or death arising from or incident to such free storage of the Cars on User's railroad lines, each party agrees that it will assume and indemnify and hold harmless the other party against all liability, cost and expense caused by its actions or omissions (or by the actions or omissions of its agents, contractors, employees or invitees). In the event of any liability caused by the actions or omissions of both parties, each shall indemnify and hold harmless the other in proportion to their relative degrees of fault. User shall reimburse Railroad for any damage, loss or destruction to any stored Car caused by the actions or omissions of User.

14. For each Car removed from the Agreement pursuant to Subsection 10.8. hereinabove, User shall reimburse Railroad within thirty (30) days after receiving an invoice from Railroad for the costs associated with the Initial Remark and, if Railroad's reporting marks are removed from any Car at the end of the Agreement, the remark of such Car at the expiration of the Agreement or at the termination of such Car from the Agreement ("Final Remark") as follows:

Date Car is Terminated or  
Expires from the Agreement

Amount User shall  
Reimburse to Railroad

366 days after Initial Remark  
of such Car or earlier

Actual Costs associated with  
Initial Remark, not to exceed

per Car, and Final  
Remark, not to exceed  
hundred five dollars (\$105)

367-548 days after Initial Remark  
of such Car

Actual Costs associated with  
Initial Remark, not to exceed

per Car, and Final  
Remark, not to exceed

549 days after Initial Remark  
of such Car or later

Actual Costs associated with  
Final Remark only, not to  
exceed

If Railroad elects to remark the Cars at the end of the Agreement, User shall have the opportunity to competitively bid for the work associated with such remark in accordance with Railroad's normal bidding procedure and standards. User is not responsible for costs associated with the Initial Remark or Final Remark with respect to any Cars removed from the Agreement pursuant to Subsection 10.A. hereinabove or Cars subject to the Agreement immediately prior to its expiration.

15. All correspondence with regard to this Agreement shall be sent by first class mail and postage prepaid, or given by telex as follows:

If to Railroad:

Director of Operations  
Hartford and Slocumb Railroad Company  
55 Francisco Street  
San Francisco, California 94133

If to User:

Mr. J. E. Sinnette  
Director Car Management  
CSX Equipment Group  
100 North Charles Street  
Baltimore, Maryland 21201

16. User recognizes that the rights of Railroad are subject and subordinate to the rights of any lessor, owner or secured party with respect to the Cars.
17. This Agreement may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed one and the same instrument.
18. Any waiver of the provisions of this Agreement is effective only if granted in writing by the party waiving enforcement and shall be construed as a waiver of that provision only to the extent specified.
19. This Agreement is to be treated in a confidential manner by both parties and may not be disclosed to third parties, excluding parent, affiliate or subsidiary corporations, without the written consent of the other party except as otherwise required by law.
20. This Agreement constitutes the entire agreement of the parties, has been executed by their authorized officials, shall be construed according to the laws of the State of New York, and may be modified only by the written agreement of both parties.

HARTFORD AND SLOCOMB  
RAILROAD COMPANY

CSX TRANSPORTATION INC.  
individually and as agent for its  
rail affiliate, the Chesapeake and  
Ohio Railway Company, jointly and  
severally

By: E. J. [Signature]

Title: President

Date: June 19, 1987

By: J. E. Sinnette

Title: Director Car Management

Date: June 10, 1987



EXHIBIT NO. 2

<u>Running Repairs</u>	<u>Running Repairs Continued</u>
Angle Cocks	Wheels
Air Hose	Yokes
Train Line	Knuckles/Pins
Operating Levers in Brackets	Slack Adjuster
Sill Steps	Couplers
Grab Irons	Draft Gears
Brake Shoes	Coupler Carriers
Brake Shoe Keys	Center Plates
Brake Connecting Pin	Cotter Keys
Brake Head Wear Plates	Roller Bearing Adapters
In-Date-Test	Air Hose Supports
Air Brakes	
Hand Brakes	
Brake Beams and Levers	
Truck Springs	
Door Hardware	